

# OMNES Education London School

## Student Terms and Conditions

### 1. Introduction and interpretation

- 1.1 You understand and accept that these terms and conditions (the "**Terms**"), apply to all programmes provided to You by European Education Centre Limited, trading as OMNES Education London School ("**OELS**").
- 1.2 You acknowledge that in these Terms, the following expressions will have the following meanings:

<b>"Application"</b>	means your application for a place on the Programme that is made through submitting your Registration Form;
<b>"Application Date"</b>	means the date You submit your Registration Form as part of the Application process;
<b>"Data Protection Laws"</b>	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended;
<b>"Deposit"</b>	means the deposit specified in the Registration Form, if applicable;
<b>"Event Outside OELS' Control"</b>	means an event or circumstances beyond OELS' reasonable control, such as: <ul style="list-style-type: none"><li>(a) strikes, lock-outs or other industrial action by third parties;</li><li>(b) strikes, lock-outs or other industrial action by our employees;</li><li>(c) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, adverse weather, subsidence, or other natural disaster or "act of god";</li><li>(d) failure of public or private telecommunications networks;</li><li>(e) pandemic, epidemic and any restrictions or requirements that might be imposed by any Government or relevant authority; and/or</li><li>(f) decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any Government regarding examination results;</li></ul>
<b>"Fees"</b>	means the tuition fees payable by You in relation to the Programme, and as specified in the Registration Form;
<b>"Home Institution"</b>	means the higher education institution which You are enrolled at, where applicable;
<b>"Intellectual Property Rights"</b>	means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether

	registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Laws and for the purposes of these Terms includes Sensitive Personal Data;
<b>"Programme"</b>	means the course and mode of study set out on the OELS website (or as notified to you by your Home Institution) or other alternative courses that You agree to undertake;
<b>"Registration Form"</b>	means the online or paper Registration Form supplied by OELS and completed by You;
<b>"Sensitive Personal Data"</b>	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;
<b>"VLE"</b>	means the online virtual learning environment that OELS uses to deliver parts of the Programme;
<b>"Website"</b>	means OELS' website available at <a href="https://www.omneseducation.com/en/our-facilities/the-campuses/london-school/">https://www.omneseducation.com/en/our-facilities/the-campuses/london-school/</a> ; and
<b>"You" and "your"</b>	refers to you, the student or applicant.

1.3 Where examples are given in these Terms by using words or phrases such as "including" or "for example", You accept that this will not restrict the meaning of the general related words which are used for illustrative purposes only and the use of such words and phrases will not be deemed to be exhaustive.

1.4 You understand and accept that any references in these Terms to "*working days*" are to days other than Saturdays and Sundays, public holidays in the UK, and any other days where OELS is closed.

## 2. About OELS and how You can contact OELS

2.1 European Education Centre Limited ("**EEC Ltd**"), trading as OMNES Education London School ("**OELS**"), is a member of the OMNES Education Group, a private multidisciplinary higher education and research institution, specialising in the fields of management, engineering, communication and digital media and political science, with various schools and campuses in France and abroad. OELS is located in London, UK. European Education Centre Limited is registered in England and Wales with company number 04539837. The registered office address is 32 Aybrook Street, London W1U 4AW.

2.2 You can contact OELS by email at [london@omneseducation.com](mailto:london@omneseducation.com) or by telephone on +44 (0)20 3725 4600.

## 3. Applications

3.1 You are aware that your Application is an offer to OELS to enter into a binding contract with OELS to subscribe for a place on the Programme. You accept that OELS is free to accept or decline your Application at its absolute discretion. You acknowledge that your offer will only be accepted once OELS sends You written confirmation that your Application has been accepted, or that OELS is able to offer You a place on the Programme (the "**Confirmation**").

- 3.2 You accept that at the point You receive the Confirmation, a contract will come into existence between You and OELS (the "**Contract**"). The Contract will continue until OELS delivers the Programme and You have paid all the Fees in full, unless the Contract is cancelled earlier in accordance with these Terms.
- 3.3 The Contract will be subject to these Terms, the Confirmation and the Registration Form duly signed by You. OELS considers that these Terms, the Confirmation and the Registration Form set out the entire contractual agreement between You and OELS in relation to the Programme.
- 3.4 You confirm that You will check the details in these Terms, the Confirmation and the Registration Form to ensure they are complete and accurate. You accept that if there is a mistake in the Terms, Confirmation or the Registration Form, or You notice that they do not contain relevant information that You are relying on, You must notify OELS immediately and ask OELS to confirm any agreed changes in writing before You submit your modified Application.
- 3.5 You understand that OELS cannot accept your Application if You are aged under 18, unless the Programme is specifically advertised as being for persons under the age of 18.

#### **4. Late Applications**

- 4.1 You accept that if You submit your Application within 5 working days of the Programme commencing date, OELS will not be able to guarantee that the Confirmation will reach You before the Programme starts. You understand and accept that in these circumstances, You may not receive Programme specific details such as VLE log ins prior to the Programme commencing and OELS will use reasonable endeavours to provide You with Confirmation by phone or email and to provide You with the Programme specific details such as VLE log ins as soon as possible.

#### **5. The Programme**

- 5.1 You acknowledge that OELS:
- 5.1.1 will use its reasonable endeavours to comply with the timetable for the delivery of the Programme;
- 5.1.2 may make any changes to the Programme or take any steps:
- (a) which are necessary due to an Event Outside OELS' Control;
  - (b) to ensure that OELS complies with any applicable law, regulation, safety requirement, recommended government rules and/or guidance relating to any disease or public health matter or in response to regulatory changes; or
  - (c) which do not materially affect the nature or quality of the Programme, such as updating Programme content to ensure OELS delivers up-to-date content or updating materials to comply with health and safety requirements, and OELS will notify You of any such changes;
- 5.1.3 will use its reasonable endeavours to ensure that any changes are kept to a minimum, but if OELS needs to make any material changes to the Programme (as determined by OELS), OELS will bring the material changes to your attention as soon as reasonably practicable; and
- 5.1.4 will award You with a certificate on completion of the Programme.
- 5.2 You acknowledge that if You reasonably believe that any material changes to the Programme (as determined by OELS) will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your Application for the Programme without any liability to OELS, or transfer to another Programme (if any) as may be offered to You by OELS

for which You are qualified to undertake. The effect of terminating your Contract in accordance with this paragraph 5.2 is that You will remain liable for any Fees incurred up to the date when your notice to us expires.

5.3 You accept and agree that the dates, modes and locations for the delivery of the Programme and the tutors and lecturers providing the Programme may be subject to change from time to time where it is reasonable for OELS to do so and where the changes do not impact upon delivery of your learning outcomes. You accept that in these circumstances, OELS will notify You of any such changes as soon as reasonably practicable and will use its reasonable endeavours to limit and reduce any possible disruption to the Programme. Any such changes may occur for example:

5.3.1 due to Events Outside OELS's Control;

5.3.2 due to room, facilities and/or staff shortages;

5.3.3 in response to regulatory changes; and

5.3.4 in order to improve the content and/or delivery of the Programme.

## **6. Your obligations**

6.1 You agree to:

6.1.1 maintain and evidence your immigration status that entitles You to undertake the Programme;

6.1.2 attend classes for the Programme regularly and on time;

6.1.3 ensure that You have a level of spoken and written English sufficient to allow You to participate in the Programme;

6.1.4 refrain from using any audio or visual recording equipment during classes or practical sessions unless clearly authorised by the trainer/lecturer;

6.1.5 comply with OELS's health and safety rules as notified to You from time to time;

6.1.6 conduct yourself in a professional and courteous manner on the OELS campus and refrain from causing offence or nuisance to OELS, its staff or other students, including when representing OELS or the OMNES Education Group;

6.1.7 provide the equipment and materials that OELS advise You to use;

6.1.8 only use any facilities and equipment provided by OELS during the stated hours for the delivery of the Programme; and

6.1.9 not provide access to, or share login details or content of the Programmes with any third parties.

## **7. Deposit**

7.1 The amount of any Deposit You must pay and the date for payment are set out in your Registration Form.

7.2 You must pay the Deposit upon submission of the Registration Form.

7.3 The Deposit will be deducted from the Fees that You are due to pay.

7.4 Deposits are non-refundable except where:

- 7.4.1 You cancel your acceptance of a place within the Cancellation Period (see paragraph 10.1); or
- 7.4.2 You cancel the Contract in accordance with paragraph 12.1.2; or
- 7.4.3 OELS is unable to confirm your place on the Programme because You do not meet the conditions of your offer of a place and You have provided proof that You do not meet the conditions of Your offer within 8 working days of receipt of your results; or
- 7.4.4 You are an international student and unable to obtain a student visa necessary to study on the Programme and You send a copy of the visa refusal notification to OELS within 8 working days of receipt and OELS is satisfied that You took all reasonable steps to ensure You obtained your visa prior to commencing your Programme and that the failure to obtain the visa was not your fault.

## **8. Fees and payment**

- 8.1 In relation to the Fees, You acknowledge that:
  - 8.1.1 the Fees payable by You will be as per the fees published on the Registration Form as at the Application Date;
  - 8.1.2 the Fees are payable in Euro or GBP;
  - 8.1.3 the payment dates for the Fees are set out in the Registration form.
  - 8.1.4 if OELS does not accept your Registration Form, You will receive a refund of any Deposit and Fees that You have paid within 14 days of OELS rejecting your Registration Form;
  - 8.1.5 if You do not pay the Fees in accordance with these Terms, You will not be entitled to start the Programme;
  - 8.1.6 all Fees stated are inclusive of VAT;
  - 8.1.7 any Fees payable can be paid by the following methods:
    - (a) on-line by using your credit or debit card; or
    - (b) by bank transfer. You acknowledge that You will be required to provide a transaction reference number;
  - 8.1.8 OELS's bank details for the purposes of paying the Fees are set out on the Confirmation.
- 8.2 You accept that if your employer or organisation, or a friend or relative has agreed to pay all or part of your Fees, You will remain liable for the payment of the Fees and will be responsible for making arrangements with your employer or organisation, or friend or relative to ensure that the Fees are paid to OELS. If your employer or organisation is paying the Fees and wishes to be invoiced, it is your responsibility to ensure that your employer or organisation writes to OELS (on their headed paper) and sends to OELS a company purchase order within 7 days of You receiving your Confirmation. You accept that in these circumstances, payment of the Fees will be required within 30 days of submission of your Registration Form and in any event, prior to the start of the Programme.
- 8.3 You are responsible for your own living expenses, travel and accommodation costs and any health insurance.

## 9. Visas

- 9.1 You accept that OELS may need to contact You in the three months prior to the Programme starting if You are travelling from overseas. It is your responsibility to include your contact details when You submit your Application.
- 9.2 You should wait to receive Confirmation from OELS before making any travel arrangements. You accept that OELS will not be responsible for any travel or accommodation costs You might have incurred if OELS does not accept your Application and offer You a place on the Programme.
- 9.3 You acknowledge that if You are from a country outside of the UK, You may require permission to study in the UK and will need to present your passport or valid ID, your visa and any other relevant documentation evidencing your entitlement to study in the UK and valid immigration status to OELS at least 2 full working days before the start of the Programme, or as further advised in the Confirmation or communications from OELS prior to the start date of your Programme. You accept that You will need to continue to hold valid immigration status confirming your right to study throughout the duration of the Programme.
- 9.4 If You fail to demonstrate that You have a valid immigration status, You accept that You will not be entitled to join the Programme at OELS and that OELS reserves the right to cancel the Contract on written notice to You. . In these circumstances, OELS will not be liable to You and will not be responsible for any related or ancillary costs or losses that You incur. In such case, You will remain liable for the Deposit and all Fees up to the date of cancellation of the Contract.
- 9.5 You may need a visa to travel and that will allow You to study in the UK in order to undertake one of OELS' Programmes. You can access further information on the Home Office website which is located at <https://www.gov.uk/government/organisations/uk-visas-and-immigration>. You accept that it is your responsibility to determine how far in advance You need to apply for a visa, and to allow sufficient time for You to obtain a visa. You must take responsibility for ensuring that You comply with the terms of your visa application (if applicable) in relation to the Programme and whilst You continue to study at OELS.
- 9.6 You accept that if You hold limited leave to remain in the UK which is due to expire during the Programme, You will be required to demonstrate to OELS that You have obtained further leave to remain, or where relevant, indefinite leave to remain. If You fail to provide such evidence to OELS, You accept that OELS reserves the right to prevent You from enrolling onto the Programme (without liability to You) or can withdraw You without notice from the Programme. If You believe such a decision to be incorrect, You accept that You can submit a complaint through OELS' relevant complaint procedure as further detailed at paragraph 22.
- 9.7 On occasion, OELS may need to contact the UK Home Office to clarify details on any outstanding visa applications and previous immigration history. You accept and acknowledge that this may involve OELS giving information about You to the Home Office.
- 9.8 You acknowledge that if You fail to comply with any immigration conditions, OELS may be obliged to report this to the UK Visas and Immigration ("**UKVI**") in order to comply with its own reporting obligations. Where your visa is revoked or withdrawn for any reason, OELS will interrupt or end the Contract in accordance with paragraph 12.4.3 and You will remain liable for all Fees up to the date of termination.

## 10. Your legal cancellation rights

- 10.1 You have the right to cancel the Contract and your acceptance of a place on the Programme for any reason during a 14-day cancellation period (the "**Cancellation Period**"). You accept that the Cancellation Period will expire 14 days after the date of the Confirmation.
- 10.2 If You wish to cancel the Contract within the Cancellation Period, You may inform OELS in writing. You will be required to complete the cancellation and Refund form and return it to OMNES Education London School at [london@omneseducation.com](mailto:london@omneseducation.com).
- 10.3 OELS will not start delivering the Programme to You during the Cancellation Period unless You expressly request OELS to do so.
- 10.4 If You cancel the Contract within the Cancellation Period, OELS will refund You the Deposit and any Fees that You have paid within 14 days of the date on which You inform OELS that You wish to cancel the Contract. However, You acknowledge that if You have expressly requested that OELS start delivering the Programme within the Cancellation Period, for example by attending the Programme, then OELS will be entitled to charge You a reasonable sum for the Programme provided based on the proportion of the Programme You have undertaken. As a result, OELS can deduct this sum from any refund payable to You.
- 10.5 You acknowledge that the other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to, and do not affect your rights under this paragraph 10.

## 11. Your other cancellation rights

- 11.1 You may cancel the Contract after the Cancellation Period but before the Programme starts providing You give OELS written notice. You accept that in these circumstances You will remain liable for the Fees as set out in the tables below:

<b>Semester Programmes (more than 4 weeks in duration)</b>		
<b>Reception Date of cancellation</b>	<b>Tuition Fees Due</b>	<b>Deposit</b>
Less than 5 weeks before the Programme commencement Date	50% of Fees	Not refunded
More than 5 weeks before the Programme commencement Date	0% of Fees	Not refunded

<b>Short Programmes (learning expedition or summer sessions up to 4 weeks in duration)</b>		
<b>Reception Date of cancellation</b>	<b>Tuition Fees Due</b>	<b>Deposit</b>
Less than 3 weeks before the Programme commencement Date	100% of Fees	Not refunded
Between 3 and 5 weeks before the Programme commencement Date	50% of Fees	Not refunded
More than 5 weeks before the Programme commencement Date	0% of Fees	Not refunded

- 11.2 You may also cancel the Contract after expiry of the Cancellation Period and after the commencement of the Programme providing You give OELS written notice. You accept that in these circumstances You will remain liable for the Fees as set out in the tables below:

<b>Semester Programmes (more than 4 weeks in duration)</b>		
<b>Reception Date of cancellation</b>	<b>Tuition Fees Due</b>	<b>Deposit</b>
Within the first 4 weeks of your Programme commencement date	70% of Fees	Not refunded
From week 5 of your Programme	100% of Fees	Not refunded

<b>Short Programmes (learning expedition or summer sessions up to 4 weeks in duration)</b>		
<b>Reception Date of cancellation</b>	<b>Tuition Fees Due</b>	<b>Deposit</b>
After the Programme commencement date	100% of Fees	Not refunded

11.3 You may also cancel the Contract at any time if:

11.3.1 OELS breaks the Contract in a material way and does not correct the situation within 28 days (where your Programme is 1 month or more in duration) or 14 days (where your Programme is less than 1 month in duration) of You asking OELS in writing to do so; or

11.3.2 OELS goes into liquidation or a receiver or administrator is appointed over OELS' assets.

11.4 If You cancel the Contract for any reasons set out in paragraph **Error! Reference source not found..** You accept that You will receive a full refund of any Fees paid.

11.5 You understand and accept that any refunds payable under this paragraph 11 may take up to 14 days to process.

## **12. OELS' cancellation rights**

12.1 OELS may cancel the Contract no later than 10 working days before the Programme starts if for example there is insufficient availability of tutors or rooms for the Programme to be taught, or insufficient demand for the Programme to make its running economically viable (as determined by OELS). OELS will notify You as soon as reasonably practicable in the event OELS cancels the Contract under this paragraph 12.1. In these circumstances You can either:

12.1.1 transfer onto an alternative available Programme for which You are qualified to undertake; or

12.1.2 cancel the Contract and receive a full refund of the Fees and Deposit.

12.2 If You transfer onto an alternative Programme in accordance with paragraph 12.1.1:

12.2.1 You will receive a partial refund of the Fees if the fees for the alternative Programme are less than the Fees for the Programme; or

12.2.2 if the Fees for the alternative Programme are higher than the Fees for the Programme, You will be liable for the difference.

12.3 OELS may cancel the Contract if an Event Outside OELS' Control prevents OELS from delivering the Programme when it is supposed to for a period of 4 weeks or more or if OELS loses its right for the purposes of relevant legislation to deliver the Programme. In these circumstances, OELS will provide You with:

12.3.1 a pro-rata refund of any Fees paid as at the date of cancellation (such pro-rata refund being calculated based upon the teaching delivered as at the point of cancellation as against the teaching which was due to be delivered had the Contract been completed); and



12.3.2 a certificate of attendance upon request (to the extent You commenced study on the Programme).

12.4 OELS may cancel the Contract or suspend You from the Programme on written notice to You if:

12.4.1 your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);

12.4.2 You do not pay the Deposit or Fees when You are supposed to;

12.4.3 OELS discovers that You do not have an immigration status entitling You to undertake the Programme;

12.4.4 You break the Contract in a material way and do not correct the situation within 5 days of OELS asking You in writing to do so;

12.4.5 You give your login details or student card to any third party without OELS's prior written permission; or

12.4.6 You share Programme content with any third party without OELS' prior written permission.

### **13. Payment of refunds**

13.1 You accept that if You become entitled under these Terms to receive a refund from OELS then:

13.1.1 refunds will be paid in Euro or GBP (within 14 days of OELS determining your eligibility for a refund) and OELS will not be responsible for any losses You suffer as a result of currency exchange fluctuations or exchanges; and

13.1.2 OELS will pay any refunds using the same payment methods You used to pay the Fees.

### **14. Postponement of classes**

14.1 If a class is postponed for reasons for which OELS is responsible, including staff illness, OELS will make every reasonable effort to reschedule the class, provide the class online or to add the missed hours on to the remaining Programme classes.

14.2 In these circumstances You acknowledge that OELS apologises for any inconvenience caused and You are encouraged to contact OELS if You have any concerns. Such circumstances will not entitle You to an automatic refund of Fees.

### **15. Non-attendance**

15.1 Non-attendance at classes of the Programme does not entitle You to refunds, extra tuition or a transfer.

15.2 If, for reasons outside Your own reasonable control (such as illness) You miss classes, OELS will use its reasonable endeavours to offer You reasonable additional support, subject to You paying OELS's additional charges where applicable (such charges to be notified to You and approved by You in advance).

### **16. Events outside OELS' control**

16.1 OELS shall not be responsible for any failure to perform or delay in performing its obligations under the Contract that is due to an Event Outside OELS' Control. If an Event Outside OELS' Control takes place which affects its obligations under the Contract then You accept that:

- 16.1.1 OELS will contact You as soon as reasonably possible to notify You;
  - 16.1.2 OELS's obligations under the Contract will be suspended and its time for performance extended for the duration of the Event Outside OELS' Control;
  - 16.1.3 OELS will use reasonable endeavours to mitigate the impact of any disruption (including offering classes online) and recommence its obligations affected by an Event Outside OELS' Control; and
  - 16.1.4 OELS will restart the Programme as soon as possible when the Event Outside OELS' Control is over, unless the Event Outside OELS' Control continues for a period of 4 weeks or more, in which case OELS may terminate the Contract in accordance with paragraph 12.3.
- 16.2 If an Event Outside OELS' Control results in the complete inability to deliver your Programme for a continued period of 4 weeks or more then You will be entitled to terminate the Contract with immediate effect by giving notice by email or in writing. You should consider your options carefully before terminating your Contract.
- 16.3 If You decide to terminate your Contract in such circumstances, You will remain liable for Fees incurred up until the date when You inform OELS of your decision to terminate. You will have no liability for Fees after that time, and You will be refunded any excess payment You have made.

## **17. OELS' liability to you**

- 17.1 Subject to the remainder of this paragraph 17, OELS (including its staff and/or representatives) shall have no liability to You for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by OELS (or its staff or representatives). OELS shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of OELS' breach of the Contract.
- 17.2 Where such loss or damage is directly caused by OELS (or its staff or representatives), OELS' liability shall, subject to paragraph 17.3, be limited to 100% of the Fees payable by You to OELS.
- 17.3 OELS does not exclude or limit in any way its liability for:
- 17.3.1 death or personal injury caused by OELS's negligence or the negligence of OELS' employees, agents or subcontractors;
  - 17.3.2 fraud or fraudulent misrepresentation; or
  - 17.3.3 any other liability that cannot be excluded by law.

## **18. Certificates**

- 18.1 You acknowledge that it is your responsibility to ensure that:
- 18.1.1 your Home Institution provides you with credit upon successful completion of the Programme; and
  - 18.1.2 the Programme satisfies all regulatory requirements which apply in the jurisdiction where your Home Institution is located.
- 18.2 On successful completion and achievement of any specified progression grades relating to the Programme being undertaken, a certificate of attendance will be issued to You in the name

specified in your Application Form, if You have attended at least 75% of the sessions on the Programme.

18.3 OELS will only issue certificates of attendance and not certificates of attainment of a particular grade, qualification or standard.

18.4 Certificates of attendance will usually be issued in person or by email.

## **19. Technology requirements**

19.1 During the first week of your Programme, you will be given access to the student portal and our VLE. You are required to regularly access the VLE and insure that you have appropriate IT material and internet connection to get acces.

## **20. Intellectual Property**

20.1 Any Intellectual Property Rights developed by You during your Programme at OELS shall be owned by You.

20.2 You agree that you have no rights in or to the Programme and Programme materials other than the right to use them in accordance with the terms of the licence in paragraph 20.4 below.

20.3 OELS grants you a revocable, worldwide, non-exclusive, non-transferable licence to use the Programme materials for the sole purpose of studying the Programme.

20.4 You must abide by all copyright notices or restrictions contained on the VLE and Programme materials, and must not delete any attributions, legal or proprietary notices on the VLE or Programme materials.

20.5 Except as set out in these Terms, You shall not:

20.5.1 copy, modify, adapt, correct errors, or create derivative works from the Programme materials;

20.5.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Programme materials;

20.5.3 attempt to circumvent or interfere with any security features of the Programme or VLE;

20.5.4 remove or modify any copyright or similar notices, or any of our branding, that appear on the Programme materials or the Programme causes to be displayed when used;

20.5.5 will not attempt to circumvent, disable or otherwise interfere with any security related features of the VLE or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on You;

20.5.6 knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the VLE or any computer software or hardware;

20.5.7 use the VLE in any manner intended to damage, disable, overburden or impair any of our servers or the network(s) connected to any of our servers, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the VLE;

20.5.8 use any high volume, automated, or electronic means to access the VLE (including without limitation robots, spiders or scripts);

20.5.9 access or attempt to access any other student's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present; or

20.5.10 post, upload, email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), phishing or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes.

## **21. Data protection**

21.1 OELS will process Personal Data, including Sensitive Personal Data, in accordance with the Data Protection Laws. You understand and accept that OELS will use your data as set out in OELS' Privacy Policy.

21.2 You acknowledge that OELS's Student Privacy Policy is available at [OELS's website](#) .

## **22. Complaints**

22.1 If You have any complaints about the Programme, You should follow the procedure set out in the the complaints and appeals sections of the student handbook.

## **23. Your rights as a consumer**

23.1 As a consumer, You have legal rights in relation to the Contract which are not affected by these Terms. You acknowledge that advice about your rights may be available from your local Citizen's Advice Bureau.

## **24. Other important terms**

24.1 OELS may transfer its rights and obligations under any Contract to another organisation, and OELS will always notify You in writing if this happens, but this will not affect your rights or OELS' obligations under the Contract.

24.2 You may not transfer your rights or obligations to any other person.

24.3 The Contract is between You and OELS. No other person shall have any rights to enforce any of its terms.

24.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24.5 If OELS fails to insist that You perform any of your obligations under the Contract, or if OELS does not enforce its rights against You, or if OELS delays in doing so, that will not mean that OELS has waived its rights against You and will not mean that You do not have to comply with those obligations. If OELS does waive a default by You, OELS will only do so in writing, and that will not mean that OELS automatically waives any later default by You.

24.6 These Terms and the Contract are governed by English law. You, together with OELS, agree to submit to the non-exclusive jurisdiction of the English courts.